

TO A LIMITED PARTNER:

Century Cellunet of Michigan RSAs, Inc.  
520 Riverside Drive  
Monroe, LA 71201

ATTN: Director of Partnership  
Relations

GTE Mobilnet, Incorporated  
616 FM 1960 West, Suite 400  
Houston, TX 77090-3097

ATTN:

Ameritech Mobile Communications, Inc.  
1515 Woodfield Road  
Suite 1400  
Schaumburg, Illinois 60173

ATTN: General Counsel

Such notices shall be effective on the third business day  
subsequent to the date of mailing.

Section 21.08 - Specific Performance. The parties  
hereto acknowledge that damages would be an inadequate  
compensation for the breach of an obligation under these Articles  
and that all parties and the Partnership shall have the right to  
specific performance in the event of a failure by any party to  
perform.

Section 21.09 - Counterparts. This Agreement may be  
executed in any number of counterparts, each of which shall be  
considered an original.

Section 21.10 - Arbitration.

(a) If any disagreement between Partners arises as to  
the existence of a default by a Partner hereunder which cannot be  
resolved by negotiation, any disputing Partner may initiate

proceedings to submit such disagreement to arbitration by serving written notice of arbitration on the other party, which notice shall include appointment of an arbitrator, naming such arbitrator. Within thirty (30) days after the date that such notice is given, the Partner (or group thereof, if applicable) to whom such notice is given shall similarly appoint an arbitrator by giving like written notice to the initiating Partner or Partners; or, if said Partner fails to make such appointment, the arbitrator initially appointed shall be empowered to act as the sole arbitrator and to render a binding decision. In such event, such sole arbitrator shall set a date for hearing the dispute not later than ninety (90) days after the date of his or her appointment, and shall render a decision in writing to the disputing Partners not later than sixty (60) days after the last hearing date.

(b) In the event that the disputing Partners duly appoint arbitrators pursuant to subparagraph (a) above, the two arbitrators so appointed shall, within thirty (30) days after the appointment of the latter of them to be appointed, select a third arbitrator who shall act as Chairman of the arbitration panel. Such arbitration panel shall set a time for the hearing of the dispute which shall not be later than sixty (60) days after the date of appointment of the third arbitrator, and the final decision of the arbitrators shall be rendered in writing to the disputing Partners not later than sixty (60) days after the last hearing date.

(c) In the event that the arbitrators appointed by the disputing Partners are not able, within thirty (30) days after the

appointment of the latter of them to be appointed, to agree on the selection of a third arbitrator, either one of them **may** request the American Arbitration Association to select a third arbitrator, and the selection of such third arbitrator by such **Association** shall be binding.

(d) The place of any arbitration shall be **Pigeon**, Michigan, or such other place as agreed to by the **disputing Partners**.

(e) The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then prevailing, and the decision of the arbitrator or arbitrators, as the case may be, shall be final and binding on the **disputing Partners**, and shall be enforceable in the courts of the United States.

Section 21.11 - Modification of Final Judgment.

Notwithstanding anything herein to the contrary, no action or forbearance shall be directed by the **Partners**, and in no event shall a Partner be required to participate in any action or forbearance, which is reasonably believed by a Partner to be violative of the Modification of Final Judgment, as amended from time to time. Ameritech agrees that it will pay its **own** expenses in getting any waiver of the Modification of Final Judgment.

IN WITNESS WHEREOF, the undersigned have caused these Articles to be duly executed by their duly authorized representatives as of the dates set forth below.

GENERAL PARTNER:

AGRI-VALLEY COMMUNICATIONS, INC.

Dated: August 2, 1990

By: 

Its President

LIMITED PARTNERS:

CENTURY CELLUNET OF MICHIGAN RSAs, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

GTE MOBILNET, INCORPORATED

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

AMERITECH MOBILE COMMUNICATIONS, INC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused these Articles to be duly executed by their duly authorized representatives as of the dates set forth below.

GENERAL PARTNER:

AGRI-VALLEY COMMUNICATIONS, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

LIMITED PARTNERS:

CENTURY CELLUNET OF MICHIGAN RSAs, INC.

Dated: August 7, 1990

By: 

Its Vice President

GTE MOBILNET, INCORPORATED

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

AMERITECH MOBILE COMMUNICATIONS, INC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused these Articles to be **duly** executed by their duly authorized representatives as of the dates set forth below.

GENERAL PARTNER:

AGRI-VALLEY COMMUNICATIONS, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

LIMITED PARTNERS:

CENTURY CELLUNET OF MICHIGAN RSAs, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

GTE MOBILNET, INCORPORATED

Dated: 8-20-90

By: A. R. John

Its Asst Secretary

AMERITECH MOBILE COMMUNICATIONS, INC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused these  
Articles to be duly executed by their duly authorized  
representatives as of the dates set forth below.

GENERAL PARTNER:

AGRI-VALLEY COMMUNICATIONS, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

LIMITED PARTNERS:

CENTURY CELLUNET OF MICHIGAN RSAs, INC.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

GTE MOBILNET, INCORPORATED

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

AMERITECH MOBILE COMMUNICATIONS, INC

Dated: 8/1/90

By: 

Its VICE PRESIDENT

EXHIBIT A

<u>General Partner</u>	<u>Partnership Interest</u>
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Agri-Valley Communications, Inc.	51%
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<u>Limited Partners</u>	<u>Partnership Interests</u>
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Century Cellunet of Michigan RSAs, Inc.	1%
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GTE Mobilnet, Incorporated	25%
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Ameritech Mobile Communications, Inc.	23%
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283;JBJ/AGR  
THUMB/LTD/AGR





FIRST AMENDMENT TO ARTICLES OF PARTNERSHIP OF  
THUMB CELLULAR LIMITED PARTNERSHIP

THIS FIRST AMENDMENT TO ARTICLES OF PARTNERSHIP OF THUMB CELLULAR LIMITED PARTNERSHIP ("Partnership Agreement") is made by and among AGRI-VALLEY COMMUNICATIONS, INC., a Michigan corporation, CENTURY CELLUNET OF MICHIGAN RSAs, INC. ("Century"), a Louisiana corporation, GTE MOBILNET, INCORPORATED ("GTE"), and AMERITECH MOBILE COMMUNICATIONS, INC., a Delaware corporation.

RECITALS

WHEREAS, Section 11.01 of the Partnership Agreement provides that GTE may transfer its limited partner interest to Century without complying with the first refusal rights contained in Article Eleven in accordance with the terms of Section 3.d. of the Settlement Agreement previously entered into among the parties.

NOW, THEREFORE, the parties agree as follows:

1. GTE hereby transfers to Century its 1/4 limited partner interest in Thumb Cellular Limited Partnership.

2. Century hereby adopts and agrees to be bound by all of the provisions of the Partnership Agreement, as amended, through the effective date hereof.

3. Sections 5.01, 21.07, Exhibit A and other provisions of the Partnership Agreement are amended to delete "GTE Mobilnet, Incorporated", and Century's interest on Exhibit A is amended to read "26%".

This amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to be executed as of the latest date written below.

AGRI-VALLEY COMMUNICATIONS, INC.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CENTURY CELLUNET OF MICHIGAN RSAs,  
INC.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

GTE MOBILNET, INCORPORATED

DATE: December 7, 1990

By: A. R. J. L.

Title: Assistant Secretary

AMERITECH MOBILE COMMUNICATIONS, INC.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

This amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to be executed as of the latest date written below.

AGRI-VALLEY COMMUNICATIONS, INC.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CENTURY CELLUNET OF MICHIGAN RSAs,  
INC.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

GTE MOBILNET, INCORPORATED

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERITECH MOBILE COMMUNICATIONS, INC.

DATE: \_\_\_\_\_

By: Don L. Myers

Title: \_\_\_\_\_

This amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to be executed as of the latest date written below.

AGRI-VALLEY COMMUNICATIONS, INC.

DATE: December 5, 1990

By: 

Title: President

CENTURY CELLUNET OF MICHIGAN RSAs,  
INC.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

GTE MOBILNET, INCORPORATED

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERITECH MOBILE COMMUNICATIONS, INC.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

This amendment may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have caused this First Amendment to be executed as of the latest date written below.

AGRI-VALLEY COMMUNICATIONS, INC.

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CENTURY CELLUNET OF MICHIGAN RSAs,  
INC.

DATE: 12/7/90

By: W. Bruce Hanks

Title: President

GTE MOBILNET, INCORPORATED

DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERITECH MOBILE COMMUNICATIONS, INC.

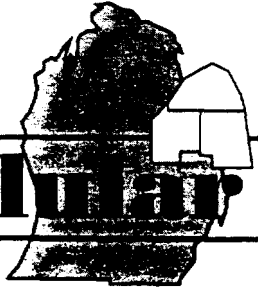
DATE: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_



# Thumb Cellular



RECEIVED  
JOHN CUSACK

SEP 3 1991

ANSWERED

FILE

REFERRED TO

August 30, 1991

John Cusack  
Ameritech Mobile Communications, Inc.  
1515 Woodfield Rd.  
Schamburg, IL 60173

Dear John:

We have discussed over the course of the past year or so the legal impediment which prevents Ameritech from providing interLATA cellular radio service. We have been unable to reach a mutually satisfactory settlement. As General Partner with fiduciary duties to the Partnership, we cannot permit Ameritech to undermine the Partnership's business.

It is critical that the Partnership commence resale of the competitor's service as soon as possible so that we are not placed at a severe competitive disadvantage. Moreover, we anticipate instituting the Partnership's cellular radio service within the next three or four months. The resale service and the Partnership's own direct service will require telephonic communications which cross the LATA boundary. In as much as the competitor will provide interLATA service, the Partnership must begin to provide interLATA service immediately or else the Partnership will be at a severe competitive disadvantage.

From our conversation of August 20th, I understand that you feel that it is not as critical for us to begin, but Agri-Valley is the managing partner, the one that has to make and live with the decision, and has fiduciary responsibility to the Partnership. We are all aware that Ameritech has a number of legal impediments that may be transferred to the partnership because of their ownership percentage. It has been 12 months since the partnership was formed and nine months since the construction permit was issued by the FCC. To date, Ameritech has not removed the legal impediments to its participation in the partnership, notwithstanding the requirement of the partnership agreement that you do so.

P.O. Box 650 • Pigeon, Michigan 48755  
517-453-4333 • Fax: 517-453-3322



Accordingly, effective the day that the Partnership commences resale cellular operations in MI RSA 10 and assuming Ameritech has obtained the necessary waiver from the U. S. District Court, Ameritech shall be completely excluded from further participation in the Partnership and its Partnership ownership interest shall be reduced to 0.0%. At such time as the U. S. District Court issues the necessary waiver, Ameritech shall be readmitted to the Partnership with a 23% ownership interest, subject to prorata payment and/or reimbursement to the partners for all capital calls, expense payments; Ameritech shall also be required to execute guarantees similar to those executed by the other partners if any.

Sincerely,  
Thumb Cellular Partnership

A handwritten signature in dark ink, appearing to read 'Edwin H. Eichler', with a long horizontal flourish extending to the right.

Edwin H. Eichler  
President  
Agri-Valley Communications, Inc.  
General Partner Thumb Cellular Partnership

CC: Bruce Hanks  
Dean Hill  
David McKeague  
Paul Picklo



FILE COPY

**AMERITECH**  
© **MOBILE**  
**COMMUNICATIONS INC.**

JOHN K. CUSACK  
Director — External Affairs

Ameritech Mobile Communications Tower  
1515 Woodfield Road  
Suite 1400  
Schaumburg, Illinois 60173  
708/706-7626

September 16, 1991

Mr. Edwin H. Eichler  
President  
**Thumb Cellular**  
P.O. Box 650  
Pigeon, Michigan 48755

Dear Ed:

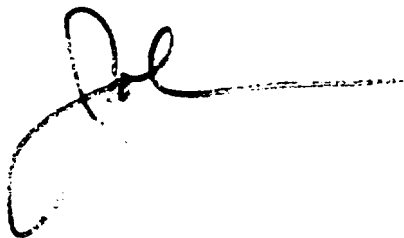
We find ourselves in fundamental disagreement with almost every accusation and conclusion in your August 30, 1991 letter. All partners have been well aware of the obligations AMCI must fulfill under the Modification of Final Judgment. AMCI is not undermining the Partnership's business. On Judge Greene's desk is a generic RSA waiver which gives the Partnership the flexibility to serve the whole RSA and integrate its services with either the Detroit or Saginaw markets. As you have been told, toll resale outside the area of permitted integration is not allowed; the Partnership can choose a carrier and, as a convenience, bill the carrier's charges to our end users under a billing arrangement.

We believe you are reading the Partnership Agreement upside down. AMCI has done everything it can before the Court to allow integrated service to the RSA and areas our customers are most likely to call. It is Agri-Valley which is threatening to violate material provisions of the Agreement after being advised specifically not to do so. Article 21.11 prohibits Agri-Valley from signing up to resell the services of the non-wireline carrier, including interLATA cellular services which AMCI may not provide through resale, or providing these same services directly absent a waiver. Agri-Valley is also willfully threatening to violate its obligations under Section 8.09. Separately, Agri-Valley can not unilaterally ban a partner from the partnership; your announcement of our "expulsion" is void.

Mr. Edwin H. Eichler  
September 16, 1991  
Page 2.

We give you notice that should Agri-Valley attempt to cause the Partnership to act in any manner inconsistent with AMCI's and the Partnership's obligations under the MFJ, AMCI will be forced to use its legally available options, including injunctive relief, to prevent actual violations. Under Article 16 of our Partnership Agreement, Agri-Valley would be responsible for any and all of AMCI's expenses in halting these willful violations. Please govern yourself accordingly.

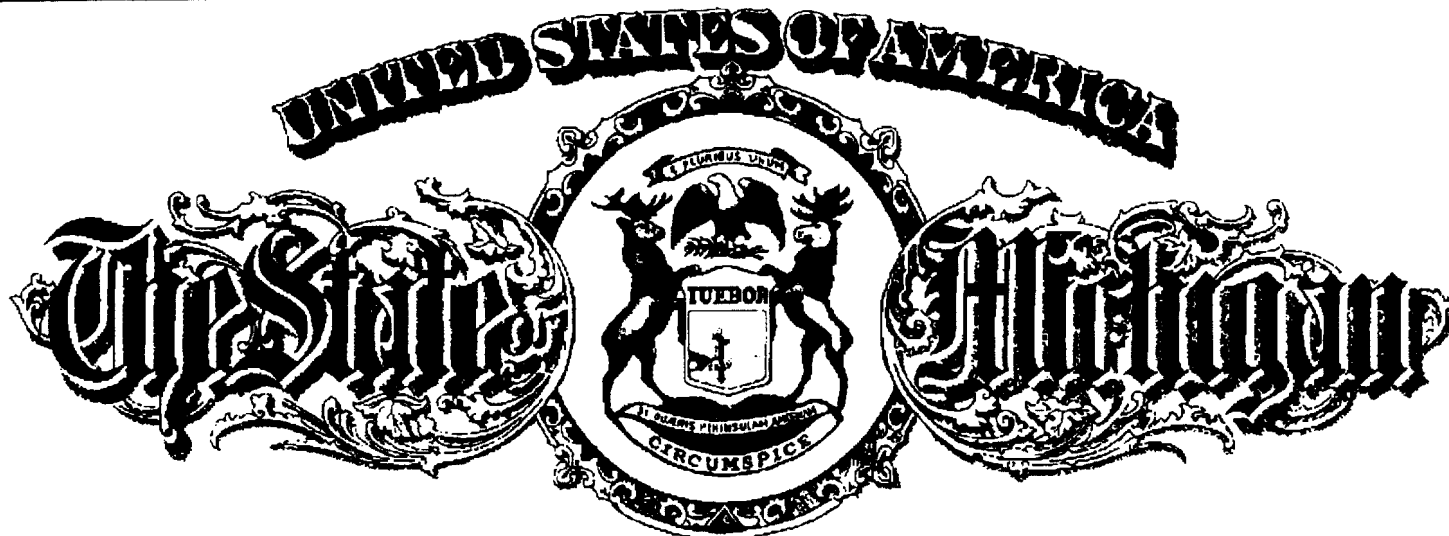
Very truly yours,

A handwritten signature in black ink, appearing to be 'Jal' or similar, with a long horizontal line extending to the right.

cc: Bruce Hanks  
Dean Hill  
David McKeague  
Paul Picklo  
Bob Reiland

c:\wp51\bob\mi10.1tr





Michigan Department of Consumer and Industry Services

Lansing, Michigan

*This is to Certify that the Annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.*

*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 31st day of March, 2000.*

, Director

172 0486776

Corporation, Securities and Land Development Bureau

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	<div style="text-align: center;"><b>FILED</b></div> <div style="text-align: center;">OCT - 1 1990</div> <div style="text-align: center;">Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation &amp; Securities Bureau</div>
Date Received OCT 1 1990	
LIMITED PARTNERSHIP NUMBER	L / 5 - 3 6 6

## CERTIFICATE OF LIMITED PARTNERSHIP

For use by Domestic Limited Partnerships

(Please read information and instructions on last page)

Pursuant to the provisions of Act 213, Public Acts of 1982, the undersigned persons execute the following Certificate:

### Section 1

The name of the limited partnership is:

**Thumb Cellular Limited Partnership** ✓

### Section 2

The general character of its business is:

To own and operate cellular telephone systems and to provide cellular telephone service in Rural Service Area 10, including direct sale, installation, and maintenance of equipment to customers.

### Section 3

a. The address of the office at which the limited partnership records are kept is:

7585 Pigeon Road  
Pigeon, Michigan 48755

b. The name of the agent for service of process is: Edwin H. Eichler

c. The address of the agent for service of process is: 7585 Pigeon Road  
Pigeon, Michigan 48755

### Section 4

Specify the name and the business or residence address of each partner (general and limited) on Supplement P. Attached are 1 page(s) of Supplement P.

### Section 5

Specify the amount of cash and provide a description (including a statement of the agreed value) of all other property or services contributed by each limited partner on Supplement L. Attached are 1 page(s) of Supplement L.

### Section 6

Specify the amount of cash and provide a description (including a statement of the agreed value) of all other property or services which each limited partner has agreed to contribute in the future. Identify the times at which, or the events on the happening of which, such additional contributions are to be made by each limited partner. All information required by this section must be placed on Supplement L.

#### Section 7

The power of a limited partner to grant the right to become a limited partner to an assignee of any part of the partnership interest, and the terms and conditions of the power, are as follows:

See Supplement O, pages 1 through 4.

#### Section 8

a. The time at which, or the events on the happening of which, a general partner may terminate membership in the limited partnership, and the terms and conditions of the termination, are as follows:

See Supplement O, pages 4 and 5.

b. The time at which, or the events on the happening of which, a limited partner may terminate membership in the limited partnership, the amount of, or the method of determining, the distribution to which such limited partner may be entitled respecting their partnership interest, and the terms and conditions of the termination and distribution, are as follows:

See Supplement O, pages 6 and 7.

#### Section 9

The right of a limited partner to receive distributions of property, including cash, from the limited partnership, other than indicated in 8(b), is as follows:

See Supplement O, pages 7 through 9.



**Section 10**

The right of a limited partner to receive, or of a general partner to make to a limited partner, distributions which include a return of all or any part of the limited partner's contribution, other than indicated in 8(b), is as follows:

Supplement O, page 9.

...which, or events upon the happening of which, the limited partnership is to be ... and its affairs wound up, are as follows:

Supplement O, pages 9 and 10.

...right of the remaining general partner(s) to continue the business upon the event of withdrawal of a general partner is as follows:

See Supplement O, page 10.

**Section 13**

Insert any other matters the partners may desire to include. If additional space is required, attach Supplement O. Attached are 10 page(s) of Supplement O.

**Section 14**

This certificate must be signed by all partners (general and limited) named in the certificate. Signatures, and the date of signature, are to be affixed to Supplement P.